



# City of Loma Linda Official Report

Robert Christman, Mayor  
Stan Brauer, Mayor pro tempore  
Floyd Petersen, Councilmember  
Robert Ziprick, Councilmember  
Rhodes Rigsby, Councilmember

COUNCIL AGENDA: August 22, 2006

TO: City Council

VIA: Dennis R. Halloway, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Request for City services for property known as 26151 Mayberry Street, Bryn Mawr (APN 0293-021-19, 37, & 38) located within the City's Sphere of Influence, but outside of the incorporated City boundaries and approval of a Pre-Annexation Agreement. La Loma Federal Credit Union, Applicant

## RECOMMENDATION

It is recommended that the City Council approve the pre-annexation agreement and allow the City to provide water and sewer services to 26151 Mayberry Street, Bryn Mawr.

## BACKGROUND

The City's policy allows utility services, based on availability, to be provided beyond the incorporated boundaries of the City. As a condition of approval, the property to be served must be subject to a pre-annexation agreement, whereby the property owner agrees to be annexed into the City at such time as annexation is proposed.

The La Loma Federal Credit Union has applied to the County of San Bernardino for a lot merger and Conditional Use Permit. The Application for Extension of Service by Contract and the Pre-Annexation Agreement are requirements of the Local Agency Formation Commission.

## ANALYSIS

The requested services are available in the adjacent right-of-way of the property. All fees and permits are applicable, including development, capacity, connection and construction fees. All construction and inspection shall be to the City of Loma Linda standards. There is capacity available within the existing system to service the parcel.

## ENVIRONMENTAL

Not applicable.

## FINANCIAL IMPACT

All costs shall be borne by the applicant.

Attachments: Application for Extension of Service by Contract  
Pre-Annexation Agreement

**APPLICATION FOR  
EXTENSION OF SERVICE BY CONTRACT**

**AGENCY TO EXTEND SERVICE:**

AGENCY NAME: City of Loma Linda

CONTACT PERSON: Jarb Thaipejr, Director of Public Works

ADDRESS: 25541 Barton Road, Loma Linda, CA 92354

PHONE: (909) 799-4401

**CONTRACTING PARTY:**

NAME OF  
PROPERTY OWNER: La Loma Federal Credit Union

MAILING ADDRESS: 11131 Anderson Street, Loma Linda, CA 92354  
Attn: Todd Murdoch

PHONE: (909) 796-0206

ADDRESS OF PROPERTY  
PROPOSED FOR CONTRACT 26151 Mayberry Street, Bryn Mawr, CA 92318

CONTRACT NUMBER/IDENTIFICATION: \_\_\_\_\_

PARCEL NUMBER(S) 0293-021-19, 37, 38

ACREAGE: \_\_\_\_\_

The questions which follow are designed to obtain enough data about the proposed contract to allow the Commission and staff to adequately assess the service extension. By taking the time to fully respond to the questions below, you can reduce the processing time for this application. You may include any additional information which you believe is pertinent. Use additional sheets where necessary.

1. (a) List type of service(s) to be provided by this contract.

Water and sewer services.

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(b) Are any of the services identified above "new" services to be offered by the agency? If yes, please provide explanation.

No

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2. Please provide a description of the service agreement/contract. (Included in this description should be an explanation as to why a jurisdictional change is not possible at this time and whether this extension is an emergency health and safety situation.)

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3. Is annexation of the territory by your agency anticipated at some future time? Please provide an explanation.

Yes, in process

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4. Is the property to be served within the Agency's sphere of influence?

Yes

5. If the service extension is for development purposes, please provide a complete description of the project to be served.

Site of the La Loma Federal Credit Union relocation from 11131 Anderson Street. New building is a two-story financial facility of 12,400 square feet with three drive-up ATM lanes with five car stacking, a bypass lane and one walk up ATM. Future expansion for a two-story addition of 8,650 square feet has been incorporated into the site plan. Parking for 63 vehicles provided including 5 handicap stalls

6. Has an environmental determination been made for this contract? If yes, provide a copy. If no, please provide an explanation.

ENVIRONMENTAL SITE ASSESSMENT REPORT

By CONVERSE CONSULTANTS .ph 909-796-0544

7. Are there any land use entitlements involved in the project or contract? If yes, please provide a copy of the documentation for this entitlement. Please check those documents attached:

Tentative Map and Conditions ☐

Subdivision Map or Parcel Map ☐

Specific Plan ☐

General Plan Amendment ☐

Rezoning ☐

Other, (provide explanation below) ☐

No



8. Please provide a detailed description of how services are to be extended to the property. Your response should include, but not be limited to, an explanation of distance for connection to existing infrastructure to site, the cost of improvements, how financing is to occur, and any special financial arrangement for later repayment.

Water line and sewer lines (8-inch) are located in Mayberry Street  
fronting the proposed development,

CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement and information presented herein are true and correct to the best of my knowledge and belief.

SIGNED BY:

T. Jack Flady

POSITION TITLE:

Public Works Director / City Engineer

DATED:

8/14/06

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement.
2. Map showing the property to be served, existing agency boundary, and the location of infrastructure to be extended.
3. Plan for providing service signed by official of contracting agency.

Please forward the completed form and related information to:

Local Agency Formation Commission  
175 West Fifth Street, Second Floor  
San Bernardino, CA 924-0490  
PHONE: (9) 38-5866  
FAX: 909) 37-5871

Recording Requested By And  
When Recorded Mail To:

City Clerk  
City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354

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AN IRREVOCABLE AGREEMENT  
TO ANNEX TO THE CITY OF LOMA LINDA

La Loma Federal Credit Union  
26151 Mayberry Street, Bryn Mawr, CA 92318

This Agreement is made this 22nd day of August 2006, between La Loma Federal Credit Union hereinafter referred to as "owner," and the City of Loma Linda, hereinafter referred to as "City."

WHEREAS, owner is the legal property owner of the real property on Mayberry Street, Bryn Mawr, California and commonly known as 26151 Mayberry Street; also referenced as San Bernardino County Tax Assessor Parcel No. 293-021-19, 37, & 38, shown as Exhibit "A" attached and more fully described in Exhibit "B" attached; and

WHEREAS, the subject property is within the unincorporated area of San Bernardino County, which is a part of the City of Loma Linda Sphere of Influence; and

WHEREAS, owner has an urgent need to connect to and utilize the City of Loma Linda water system and sewer system; said systems otherwise being available only to properties within the City of Loma Linda corporate limits; and

WHEREAS, owner is desirous of annexing to the City of Loma Linda; and

WHEREAS, the City of Loma Linda is willing to consent to the connection of said property to the water main and sewer line only on the condition that the property be annexed to the City of Loma Linda at the earliest possible time; and

WHEREAS, the City of Loma Linda intends to pursue annexation of owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for owners of the said property; and

WHEREAS, the agreements, conditions and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein, and shall create an equitable servitude upon the land and operate as a covenant running with the land, for the benefit of the owner of the land and his heirs, successors, and assigns;



NOW, THEREFORE, the parties do agree as follows:

1. Owner does hereby give his irrevocable consent to annex to the City of Loma Linda at such time as the annexation may be properly approved through appropriate legal proceedings, and owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent, prepared by the City, and submitting any evidence reasonably within the control of owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of owner to institute any litigation or judicial proceeding whatsoever to force annexation to the City of Loma Linda.

2. The City of Loma Linda does hereby agree to authorize the connection of said property, proposed to be developed on owner's property, to the water main located in Juanita Street. Said connection to the water main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. The City of Loma Linda does hereby agree to authorize the connection of said property, proposed to be developed on owner's property, to the sewer line located in Juanita Street. Said connection to the sewer line shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

4. Owner agrees to pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

5. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the water, and owners agree to be bound by all City ordinances, rules and regulations respecting the water system.

6. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer system, and owners agree to be bound by all City ordinances, rules and regulations respecting the sewer system.

7. This Agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

8. Owner shall install any and all future improvements upon said property to the City's standards, except that County standard(s) shall apply when more restrictive than City standard(s).

9. Owner shall execute the Agreement on behalf of himself, his heirs, successors and assigns; and said agreement shall be irrevocable without the prior written consent of both parties hereto.

10. The benefit to the subject property will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

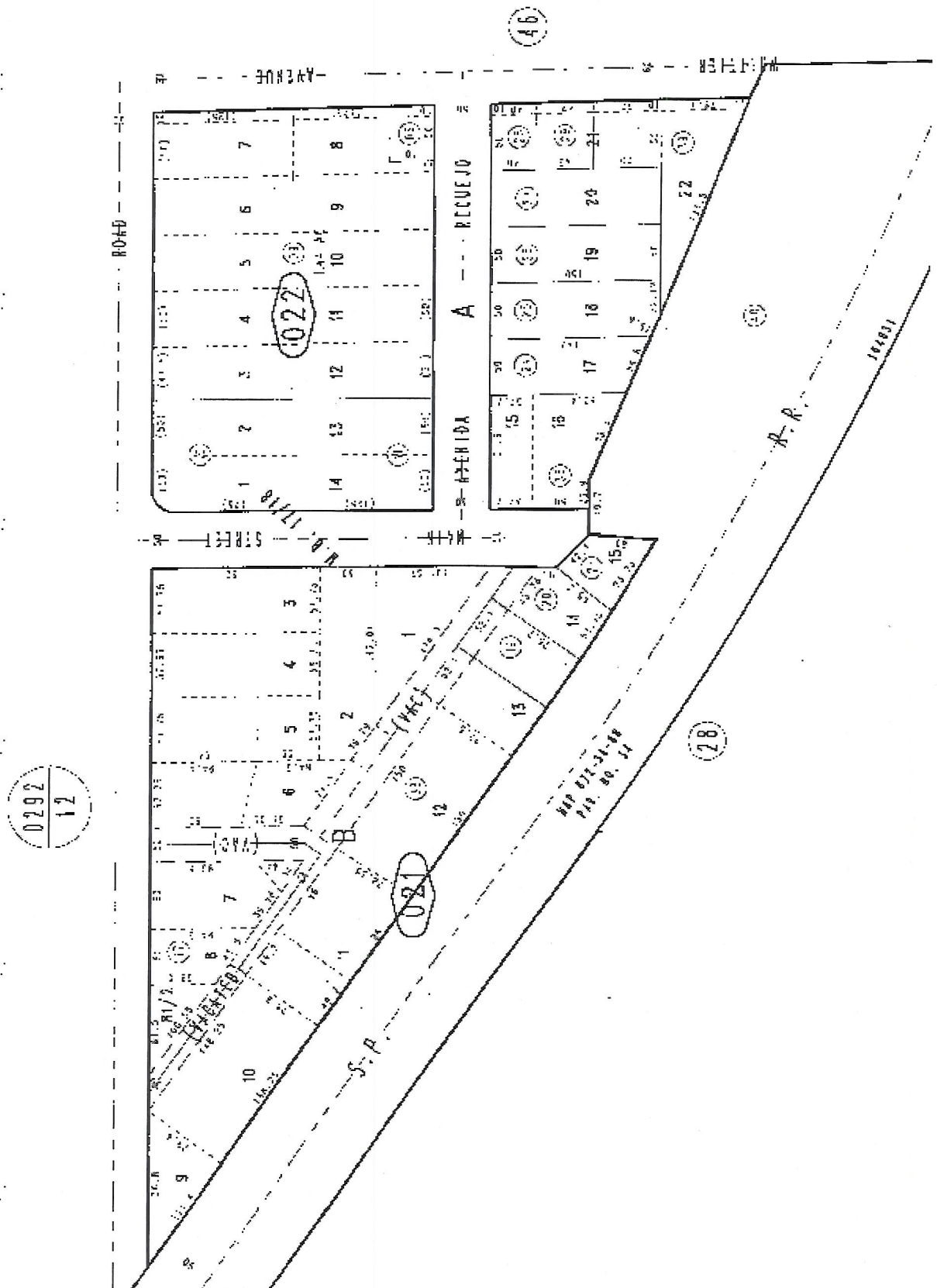
EXECUTED THIS 22nd day of August 2006.

SIGNATURES ON NEXT PAGE

EXHIBIT "A"

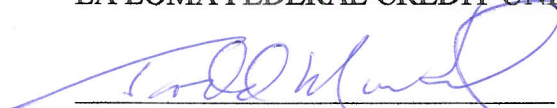
Ptn. Mayberry & Whittier Sub., M.B. 12/19  
Taylor & Break Sub., M.B. 17/16

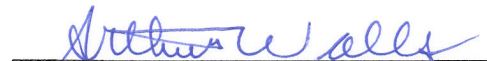
Redlands Unified  
Tax Rate Area  
104031,104092  
0293-02





LA LOMA FEDERAL CREDIT UNION

  
Todd Murdoch, President/CEO

  
Arthur Walls, Secretary/Treasurer

CITY OF LOMA LINDA

By: \_\_\_\_\_  
Robert H. Christman, Mayor

Attest: \_\_\_\_\_  
Pamela Byrnes-O-Camb, City Clerk

The Mayor and City Clerk of the City of Loma Linda have been authorized to execute this Agreement on behalf of the City of Loma Linda at a regularly held meeting of the City Council held on August 22, 2006.

EXHIBIT "B"  
**LEGAL DESCRIPTION**

All that certain real property in the County of San Bernardino, State of California, described as follows:

Lot 13, 14 and 15, Taylor and Break Subdivision, in the County of San Bernardino, State of California, as per plat recorded in Book 17 Page(s) 16 Records of said County.

Together with the Southerly  $\frac{1}{2}$  of the alleyway adjoining said land on the Northeasterly boundary abandoned by Resolution of the Board of Supervisors of the County of San Bernardino, a certified copy of which was recorded September 17, 1926 in Book 131, Page 271, Official Records.

Excepting therefrom that portion of said Lot 13, described as follows:

Beginning at the most Westerly corner of said Lot 13; thence along the Northwesterly line thereof 77.5 feet to the most Northerly corner of said lot, thence Southeasterly along the Northeasterly said of Lot 52.1 feet, thence Southwesterly to a point in the Southwesterly side of Lot 52.175 feet from the point of beginning; thence Northwesterly along the Southeasterly side of said lot 52.173 feet to point of beginning.

Also excepting therefrom that portion of said land lying within the 200 feet right of way as granted to the Southern Pacific Railroad Company by act of Congress of March 3, 1871, 16 stats. 573, CH-122.

APN No: 0293-021-19-0-000

EXHIBIT "B"

Lots 1, 2, 3, 4, 5, 6, 8, 8-1/2, 9, 10, 11, 12 and 13, described as follows:

Beginning at the most Westerly corner of said Lot 13; thence along the Northwestern line thereof, 77.5 feet to the most Northerly corner of said Lot; thence Southeasterly along the Northeasterly side of said Lot, 52.1 feet; thence Southwesterly to a point in the Southwesterly side of said Lot, 52.175 feet from the point of beginning; thence Northwesternly along the Southeasterly side of said Lot, 52.175 feet to the point of beginning, all in Block "B", Taylor and Break Subdivision, as per plat recorded in Book 17 of Maps, Page 16, Records of said County.

Together with those portions of that certain street or alley way, vacated by Resolution of the Board of Supervisors of the County of San Bernardino, dated September 13, 1926, a certified copy of which was recorded September 17, 1926 in Book 131, Page 271, Official Records, adjoining the Southwesterly line of Lots 1, 2 and 6 and the Northeasterly line of Lot 12 and said portion of Lot 13, and those portions of that certain street or alleyway vacated by Resolution of the Board of Supervisors of the County of San Bernardino, dated July 25, 1960, a certified copy of which was recorded July 28, 1960 in Book 5197, Page 535, Official Records, adjoining the Westerly line of Lot 6, and the Easterly line of Lot 7, the Southwesterly line of Lots 7, 8 and 8-1/2, and the Northeasterly line of Lots 10 and 11, which would pass by a conveyance describing said Lots.

EXCEPTING FROM the portion of said Lots 9, 10, 11, 12 and 13 within the 200 foot right of way granted to the Southern Pacific Railroad Company by an Act of Congress approved March 3, 1871, such rights, titles and interests therein as were not actually conveyed to the Patentee by the Patent dated April 4, 1879, executed by the United State of America, recorded February 18, 1881 in Book "A", Page 412 of Patents.